

AM1x/OMAPL13x Board Support Package - WinCE Software License Agreement

IMPORTANT – PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. AFTER YOU READ THIS LICENSE AGREEMENT, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. DO NOT CLICK “I HAVE READ AND AGREE” UNLESS: (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY; AND (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS LEGALLY BINDING AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY.

Important – Read carefully: This software license agreement (“Agreement”) is a legal agreement between you (either an individual or entity) and Texas Instruments Incorporated (“TI”). The “Licensed Materials” subject to this Agreement include the software programs (in whole or in part) that accompany this Agreement and that TI has granted you access to download and any “on-line” or electronic documentation (in whole or in part) associated with these programs, as well as any updates or upgrades to such software programs and documentation, if any, provided to you at TI’s sole discretion. Additionally, the Licensed Materials may contain software programs that are subject to additional third party license agreements as indicated in the files contained with such software programs. In the event such a third party license agreement is applicable, then you agree to be bound by both this Agreement and the third party license agreement, with the third party license agreement controlling to the extent that it is more restrictive than this agreement.

The Licensed Materials are specifically designed and licensed for use solely and exclusively with AM1x/OMAPL13x family processing devices manufactured by or for TI (“TI Devices”). By installing, copying or otherwise using the Licensed Materials you agree to abide by the following provisions. This Agreement is displayed for you to read prior to using the Licensed Materials. If you choose not to accept or agree with these provisions, do not download or install the Licensed Materials.

NOTE: The Licensed Materials are bundled with open source software. By accepting the terms of this Agreement, you will gain access to software licensed under open source licenses, which software and corresponding open source licenses are listed in Section 13 of this Agreement (in whole or in part, the “Open Source Materials”). Your use of the Open Source Materials is subject to the separate licensing terms applicable to such Open Source Materials as specified in Section 13. For clarification, this Agreement does not limit your rights under, or grant you rights that supersede, the license terms of any applicable Open Source Materials license agreement. If any of the Open Source Materials have been provided to you in object code, the source code versions of such Open Source Materials may be provided to you by notifying the TI Contracts Manager at the address set forth in Section 9 of this Agreement.

1. License Grant and Use Restrictions.

a. Licensed Materials License Grant. Subject to the terms of this Agreement and payment of the license fee(s) due to TI, as applicable, and the additional restrictions set forth in Section 3(c), TI hereby grants to you the following licenses under all TI intellectual property rights embodied in the Licensed Materials:

i. Limited Source Code License. TI hereby grants to you a fully paid-up, royalty-free, non-transferable, non-exclusive, non-assignable, license to make copies, prepare derivative works, display internally and use internally the Licensed Materials provided to you in source code for the sole purposes of (A) developing object and executable versions of such Licensed Materials or any derivative thereof, that execute solely and exclusively on TI Devices, for end use in OEM Products, and maintaining and supporting such Licensed Materials, or any derivative thereof, and OEM Products and (B) further sublicensing such source code, or any derivatives thereof, to

OEMs, to the extent permitted by and in accordance with the terms of subsection 1(a)(iii)(C) below, in order to enable such OEMs to develop object and executable versions of such Licensed Materials, or any derivative thereof, that execute solely and exclusively on TI Devices for end use in OEM Products, and maintaining and supporting such Licensed Materials, or any derivative thereof, and OEM Products. For purposes of this Agreement, "OEM Product" means a product that (Y) consists of both hardware and software components, including executable only versions of the Licensed Materials, or any derivative thereof, that execute solely and exclusively on TI Devices and not on devices manufactured by or for an entity other than TI, and (Z) is sold by or for an original equipment manufacturer ("OEM") bearing such OEM brand name and part number.

ii. Demonstration License. TI hereby grants to you a fully paid-up, royalty-free, non-transferable, non-exclusive, non-assignable, non-sublicensable worldwide license to demonstrate to third parties the Licensed Materials, or any derivative thereof, as they are intended to be used in OEM Products executing solely and exclusively on TI Devices, provided that such Licensed Materials, or any derivative thereof, are demonstrated in object or executable versions only and are not left with or retained by such third parties.

iii. Distribution License and Limited Sublicense Rights. TI hereby grants to you a non-exclusive, non-transferable, non-assignable, worldwide, fully paid-up, royalty-free license to:

A. Use object code versions of the Licensed Materials, or any derivative thereof, to make, use, sell, offer to sell, import, export and otherwise distribute OEM Products, provided that such OEM Products include only embedded executable copies of such Licensed Materials, or derivatives thereof, that execute solely and exclusively on TI Devices; provided however that you may not modify the object code versions of the Licensed Materials.

B. Make, use, sell, offer to sell, and otherwise distribute the Licensed Materials in the format in which the Licensed Materials have been provided to you pursuant to this Agreement, or any derivative thereof, to ODMs or OEMs for use in OEM Products, provided that any such distribution by you of the Licensed Materials shall be pursuant to a valid sublicense agreement between you and the ODM or OEM, pursuant to subsection 1(a)(iii)(C) below.

C. Sublicense such ODMs or OEMs to make copies, display, distribute internally and use internally the Licensed Materials in the format in which the Licensed Materials have been provided to you pursuant to this Agreement, including any derivatives thereof, for the sole purpose of such ODMs or OEMs designing, developing, manufacturing, using, maintaining, supporting, selling, offering to sell and otherwise distributing OEM Products, provided that (1) such OEM Products include only embedded executable copies of such Licensed Materials, or derivatives thereof, that execute solely and exclusively on TI Devices, and (2) you sublicense such software programs pursuant to an enforceable written license agreement, not inconsistent with the terms and conditions of this Agreement, including without limitation, the following requirements.

The sublicense shall: (I) include a provision whereby the ODM and OEM agree that neither TI nor TI's licensors shall be liable for any special, indirect, incidental, punitive or consequential damages in connection with the use of the Licensed Materials, or any derivative thereof, regardless of how arising, and regardless of whether advised beforehand of the possibility of such damages; (II) include the Restrictions in section 1(e); (III) include the provisions of Section 3, Intellectual Property Rights , including without limitation the prohibition on reverse engineering; (IV) include the Confidentiality restrictions contained in Section 5; (V) include a requirement that the Licensed Materials may be distributed only for use with or in support of Microsoft Windows Mobile Software and Windows CE software; (VI) include a requirement that the Licensed Materials be used solely and exclusively with the TI Devices and not a

semiconductor product made by or for any other entity; and (VII) include a provision that the above terms shall survive any termination of the sublicense agreement.

b. Contractors and Suppliers. The licenses granted to you hereunder shall include your on-site and off-site suppliers and independent contractors, while such suppliers and independent contractors are performing work for or providing services to you, provided that such suppliers and independent contractors have executed work-for-hire agreements with you containing terms and conditions not inconsistent with the terms and conditions set forth in this Agreement, and provided that you shall be liable to TI for any breach by your suppliers or independent contractors of this Agreement to the same extent as you would be if you had breached the Agreement yourself.

c. Limited License to TI and Covenant not to Sue. Continuing for the term of this Agreement, you hereby grant to TI under any of your patents embodied in the Licensed Materials a non-transferable, non-exclusive, non-assignable, worldwide, fully paid-up, royalty-free license to make, use, sell, offer to sell, import, export and otherwise distribute such Licensed Materials. You covenant not to sue or otherwise assert Derived Patents against TI and TI's affiliates and their licensees of the Licensed Materials. In the event you assign a Derived Patent, you shall require as a condition of any such assignment that the assignee agree to be bound by the provisions in this Section 1(c) with respect to such Derived Patent. Any attempted assignment or transfer in violation of this Section 1(c) shall be null and void. For purposes of this Agreement, "Derived Patents" means any of your patents issuing from a patent application that discloses and claims an invention conceived of by you after delivery of the Licensed Materials, and derived by you from your access to the Licensed Materials.

d. No Other License. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed as a license to any intellectual property rights of TI other than those rights embodied in the Licensed Materials provided to you by TI. EXCEPT AS PROVIDED HEREIN, NO OTHER LICENSE, EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY OTHER TI INTELLECTUAL PROPERTY RIGHTS IS GRANTED HEREIN.

e. Restrictions. You shall maintain the source code versions of the Licensed Materials under password control protection and shall not disclose such source code versions of the Licensed Materials, or any derivative thereof, to any person other than your employees and contractors whose job performance requires access. You shall not use the Licensed Materials, or any modification or derivative thereof, with a processing device manufactured by or for an entity other than TI, and you agree that any such unauthorized use of the Licensed Materials, or any modification or derivative thereof, is a material breach of this Agreement. Except as otherwise provided in this Agreement, you will not sublicense, transfer, or assign the Licensed Materials or your rights under this Agreement to any third party or loan, rent or lease the Licensed Materials to any third party. You may use the Licensed Materials with Open Source Software or with software developed using Open Source Software tools provided you do not incorporate, combine or distribute the Licensed Materials in a manner that subjects the Licensed Materials, or any derivatives thereof, to any license obligations or any other intellectual property related terms of any license governing such Open Source Software. ***The additional restrictions set forth in Section 3(c) below shall apply to your use of certain Licensed Materials, or any derivatives thereof, and you shall comply with such restrictions.***

f. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by written notice to TI. Without prejudice to any other rights, if you fail to comply with the terms of this Agreement, TI may terminate your right to use the Licensed Materials, or any derivative thereof, and any applications generated using the Licensed Materials, or any derivative thereof, upon written notice to you. Upon termination of this Agreement, you will destroy any and all copies of the Licensed Materials, including any derivatives thereof, in your possession, custody or control and provide to TI a written statement signed by your authorized representative certifying such

destruction. Except for Sections 1(a), 1(b), and 1(d) and the limited license to TI in Section 1(c), all Sections of this Agreement will survive any expiration or termination of the Agreement.

- 2. Licensed Materials Ownership.** The Licensed Materials are licensed, not sold to you, and can only be used in accordance with the terms of this Agreement. Subject to the licenses granted to you pursuant to this Agreement, TI and TI's licensors own and shall continue to own all right, title, and interest in and to the Licensed Materials, including all copies thereof. The parties agree that all fixes, modifications and improvements to the Licensed Materials conceived of or made by TI that are based, either in whole or in part, on your feedback, suggestions or recommendations are the exclusive property of TI and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Materials will vest solely in TI. You acknowledge and agree that regardless of the changes made to the Licensed Materials, your right to use any and all derivatives of the Licensed Materials shall remain subject to the terms and conditions of this Agreement. Moreover, you acknowledge and agree that when your independently developed software or hardware components are combined, in whole or in part, with the Licensed Materials, or any derivative thereof, your right to use the Licensed Materials, or any derivative thereof, embodied in such resulting combined work shall remain subject to the terms and conditions of this Agreement.

3. Intellectual Property Rights.

a. The Licensed Materials contain copyrighted material, trade secrets and other proprietary information of TI and its licensors and are protected by copyright laws, international copyright treaties and trade secret laws, as well as other intellectual property laws. To protect TI's and its licensors' rights in the Licensed Materials, you agree, except as specifically permitted by statute by a provision that cannot be waived by contract, not to "unlock", decompile, reverse engineer, disassemble or otherwise translate to a human-perceivable form any portions of the Licensed Materials provided to you in object code format only, nor permit any person or entity to do so. You shall not remove, erase, alter, tamper, cover or obscure any confidentiality, trade secret, proprietary or copyright notices, trade-marks, proprietary, patent or other identifying marks or designs printed or stamped on, affixed to, or encoded or recorded in any component of the Licensed Materials and you shall reproduce and include in all copies of the Licensed Materials the copyright notice(s) and proprietary legend(s) of TI and its licensors as they appear in the Licensed Materials. TI reserves all rights not specifically granted under this Agreement.

b. Certain Licensed Materials may be based on industry recognized standards or software programs published by industry recognized standards bodies and certain third parties may claim to own patents, copyrights and other intellectual property rights that cover implementation of those standards. You acknowledge and agree that this Agreement does not convey a license to any such third party patents, copyrights, and other intellectual property rights and that you are solely responsible for any patent, copyright or other intellectual property right claim that relates to your use or distribution of the Licensed Materials, or your use or distribution of your products that include or incorporate the Licensed Materials. Moreover, you acknowledge that any fees or royalties paid to TI pursuant to this Agreement, as applicable, do not include any fees or royalties that may be payable to any third party based on such third party's interests in the Licensed Materials or any intellectual property rights that cover implementation of any industry recognized standard, any software program published by any industry recognized standards bodies or any other proprietary technology. You acknowledge that you are responsible for any such fees or royalties that may be payable to any third party based on such third party's interests in the Licensed Materials or any intellectual property rights that cover implementation of any industry recognized standard, any software program published by any industry recognized standards bodies or any other proprietary technology.

c. *Microsoft Windows CE Operating System.* This Agreement does not grant a license to use the Windows CE operating system. Except as provided by other licenses included with portions of the Licensed Materials, you must obtain a license for the Windows CE operating system directly from

Microsoft Corporation or one of its authorized resellers. Such license is required before you can use the Licensed Materials. This Agreement does not convey a license or imply any right under any patent, copyright, trade secret or other intellectual property right of Microsoft Corporation.

4. **Audit Right.** At TI's request, and within thirty (30) days after receiving written notice, you shall permit an independent auditor selected by TI to have access, no more than twice each calendar year (unless the immediately preceding audit revealed a discrepancy) and during your regular business hours, to all of your equipment, records and documents as may contain information bearing upon the use of the Licensed Materials. You shall keep full, complete, clear and accurate records with respect to product sales and distributions for a period beginning with the then-current calendar year and going back three (3) years.
5. **Confidential Information.** You acknowledge and agree that the Licensed Materials, and any derivative thereof, contain trade secrets and other confidential information of TI and its licensors. You agree to use the same degree of care, but no less than a reasonable degree of care, as you use to protect your own similar confidential information of like importance, and to prevent: i) any use not authorized herein; ii) dissemination to any employee without a need to have access to and use the Licensed Materials to further the purpose described herein; and iii) except as provided in (ii), communication to any third party or publication of the Licensed Materials. You agree to be fully responsible to TI for damages resulting from any of your employees' non-compliance with such terms. The use of, and access to, Licensed Materials and/or any other information provided to you pursuant to this Agreement (hereinafter referred to collectively as "Proprietary Information") will be strictly limited to those of your employees necessary for the design, development, evaluation and testing of OEM Products and such employees shall have written agreements with you with terms which bind such employee to obligations of use sufficient to satisfy your like obligations under this Agreement. You agree that you will not use except as specifically permitted by this Agreement, any Licensed Materials or other Proprietary Information. TI may disclose your contact information to TI's applicable licensors.
6. **Warranties and Limitations.** YOU ACKNOWLEDGE AND AGREE THAT SOME OR ALL OF THE LICENSED MATERIALS MAY BE PRE-RELEASE VERSIONS FOR BETA USE AND MAY NOT BE INTENDED FOR PRODUCTION APPLICATIONS AND MAY CONTAIN IRREGULARITIES AND DEFECTS NOT FOUND IN PRODUCTION SOFTWARE. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE LICENSED MATERIALS FOR BETA USE HAVE NOT BEEN TESTED OR CERTIFIED BY ANY GOVERNMENT AGENCY OR INDUSTRY REGULATORY ORGANIZATION OR ANY OTHER THIRD PARTY ORGANIZATION. YOU AGREE THAT PRIOR TO USING, INCORPORATING OR DISTRIBUTING THE LICENSED MATERIALS PROVIDED FOR BETA USE IN OR WITH ANY COMMERCIAL PRODUCT THAT YOU WILL THOROUGHLY TEST THE PRODUCT AND THE FUNCTIONALITY OF SUCH LICENSED MATERIALS IN OR WITH THAT PRODUCT AND BE SOLELY RESPONSIBLE FOR ANY PROBLEMS OR FAILURES.

THE LICENSED MATERIALS ARE PROVIDED "AS IS". TI MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS. YOU AGREE TO USE YOUR INDEPENDENT JUDGMENT IN DEVELOPING YOUR PRODUCTS AND DERIVATIVES OF THE LICENSED MATERIALS. NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY TI TO MAINTAIN PRODUCTION OF ANY TI SEMICONDUCTOR DEVICE OR OTHER HARDWARE OR SOFTWARE WITH WHICH THE LICENSED MATERIALS MAY BE USED.

IN NO EVENT SHALL TI, OR ANY APPLICABLE LICENSOR, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED MATERIALS, OR ANY DERIVATIVE THEREOF, REGARDLESS OF WHETHER TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE LICENSED MATERIALS, OR ANY DERIVATIVE THEREOF, EXCEED THE GREATER OF FIVE HUNDRED U.S. DOLLARS (US\$500) OR THE FEES PAID TO TI BY YOU FOR THE LICENSED MATERIALS UNDER THIS AGREEMENT.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

- 7. Indemnification Disclaimer.** YOU ACKNOWLEDGE AND AGREE THAT TI SHALL NOT BE LIABLE FOR AND SHALL NOT DEFEND OR INDEMNIFY YOU AGAINST ANY THIRD PARTY INFRINGEMENT CLAIM THAT RELATES TO OR IS BASED ON YOUR MANUFACTURE, USE, OR DISTRIBUTION OF THE LICENSED MATERIALS, OR ANY DERIVATIVE THEREOF, OR YOUR MANUFACTURE, USE, OFFER FOR SALE, SALE, IMPORTATION OR DISTRIBUTION OF YOUR PRODUCTS THAT INCLUDE OR INCORPORATE THE LICENSED MATERIALS, OR ANY DERIVATIVE THEREOF.
- 8. No Technical Support.** TI and TI's licensors are under no obligation to install, maintain or support the Licensed Materials, or any derivatives thereof.
- 9. Notices.** All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8638, Dallas, Texas 75243, Attention: Contracts Manager, with a copy to Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8658, Dallas, Texas 75243, Attention: General Counsel. All notices shall be deemed served when received by TI.
- 10. Export Control.** You hereby acknowledge that the Licensed Materials are subject to export control under the U.S. Commerce Department's Export Administration Regulations ("EAR"). You further hereby acknowledge and agree that unless prior authorization is obtained from the U.S. Commerce Department, neither you nor your customers will export, re-export or release, directly or indirectly, any technology, software or software source code (as defined in Part 772 of the EAR), received from TI, or export, directly or indirectly, any direct product of such technology, software or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software or software source code, or direct product is prohibited by the EAR. You agree that none of the Licensed Materials may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan and Syria or any other country the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and you will not use or transfer the Licensed Materials for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license or for a military end-use in, or by any military entity of Albania, Armenia, Azerbaijan, Belarus, Cambodia, China, Georgia, Iraq, Kazakhstan, Kyrgyzstan, Laos, Libya, Macau, Moldova, Mongolia, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan and Vietnam. Any software export classification made by TI shall be for TI's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such

software or whether an export license or other documentation is required for the exportation of such software.

11. **Governing Law and Severability.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict of laws principles. If for any reason a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). The parties agree that non-exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within the courts located in the State of Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and either party may seek injunctive relief in any United States or foreign court.

12. **PRC Provisions.** If you are located in the People's Republic of China ("PRC") or if the Licensed Materials will be sent to the PRC, the following provisions shall apply and shall supersede any other provisions in this Agreement concerning the same subject matter:
 - a. Registration Requirements. You shall be solely responsible for performing all acts and obtaining all approvals that may be required in connection with this Agreement by the government of the PRC, including but not limited to registering pursuant to, and otherwise complying with, the PRC Measures on the Administration of Software Products, Management Regulations on Technology Import-Export, and Technology Import and Export Contract Registration Management Rules. Upon receipt of such approvals from the government authorities, you shall forward evidence of all such approvals to TI for its records. In the event that you fail to obtain any such approval or registration, you shall be solely responsible for any and all losses, damages or costs resulting therefrom, and shall indemnify TI for all such losses, damages or costs.

 - b. Governing Language. This Agreement is written and executed in the English language. If a translation of this Agreement is required for any purpose, including but not limited to registration of the Agreement pursuant to any governmental laws, regulations or rules, you shall be solely responsible for creating such translation. Any translation of this Agreement into a language other than English is intended solely in order to comply with such laws or for reference purposes, and the English language version shall be authoritative and controlling.

13. **Open Source Materials.** Your use of the Open Source Materials is subject to the separate licensing terms applicable to such Open Source Materials as specified below.
 - a. **The GNU Materials.** The GNU Materials consist of the files contained in the OMAPL138_AM18X\SRC\BOOT\TOOLS and OMAPL137_AM17X\SRC\BOOT\TOOLS folders and associated subdirectories, if any. The GNU Materials are licensed under the terms of the GNU General Public License, Version 2.0 (GPL), a copy of which is included in the GNU Materials and also is available at <http://www.opensource.org/licenses/gpl-2.0.php>.

 - b. **The TI BSD Materials.** The TI BSD Materials consist of the files contained in the COMMON\SRC\SOC\OMAPL13X_TI_V1\EDMA folders and associated subdirectories, if any. The TI BSD Materials are licensed under the terms of the TI BSD License, a copy of which is included in the TI BSD Materials and is set forth below.

-- TI BSD --

Copyright (c) 2010, Texas Instruments Incorporated

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of Texas Instruments Incorporated nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

c. **The Creative Commons Attribution Share-Alike Materials.** The Creative Commons Attribution Share-Alike Materials consist of the files contained in the OMAPL138_AM18X\SRC\TEST\APPS\VPIFTEST\SampleGrabber folders and associated subdirectories, if any. The Creative Commons Attribution Share-Alike Materials are licensed under the terms of the Creative Commons Attribution Share-Alike 2.5 License, a copy of which is included in the Creative Commons Attribution Share-Alike Materials and also is available at <http://creativecommons.org/licenses/by-sa/2.5/>.

- 14. Entire Agreement.** This is the entire Agreement between you and TI and this Agreement supersedes any prior agreement between the parties related to the subject matter of this Agreement. Notwithstanding the foregoing, any signed and effective software license agreement relating to the subject matter hereof and stating expressly that such agreement shall control regardless of any subsequent click-wrap, shrink-wrap or web-wrap, shall supersede the terms of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of TI. You hereby warrant and represent that you have obtained all authorizations and other applicable consents required empowering you to enter into this Agreement.